

COMPANY	DELIVERY GUARANTEED		DAYS AFTER ORDER
ADDRESS	PROMPT PAYMENT DISCOUNT TERMS:		
CITY	STATE	ZIPCODE	PHONE
AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)	TITLE	SIGNATURE	

SECTION I - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS**1-1 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.
- B. Each offeror shall furnish all information required by the Invitation to Bid (hereinafter referred to as solicitation). To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- C. Unit prices for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- D. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- E. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

1-2 EXPLANATION TO OFFERORS

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

1-3 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

Receipt of an amendment to a solicitation by an offeror must be acknowledged

- A. by signing and returning the amendment, or
- B. by letter or telegram. Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

1-4 SUBMISSION OF OFFERS

- A. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- B. Telegraphic or electronic bid offers will not be considered. Modifications to bid offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- D. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicating understanding and agreement to comply with the specifications will be held fully responsible.

1-5 BID DEPOSIT

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cash, cashier's check, or certified check shall be furnished by the offeror to the County. The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

1-6 FAILURE TO SUBMIT OFFER

If the recipient of this solicitation does not submit an offer for the goods or services requested, they shall return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified. Failure to do so may result in removal of the recipient's name from the bidders mailing list.

1-7 MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, telegraphic or telephonic shall not reveal the amount of the original bid.

1-8 LATE OFFERS AND CHANGES

Offers, modifications of offers, and withdrawals received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1-9 GENERAL

- A. Offerors must state the UNIT PRICE separately for each item and extend the total.
- B. Awards may be made on each individual item in accordance with the County's best interest.
- C. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- D. Whenever the solicitation includes specifications describing material, design, style, performance, size, color, quality or capacity of an item (refer to paragraph 1-11) and the offeror desires to substitute in its place another article (*equal to or superior to the article specified*) they may do so as follows: submit on a separate sheet an offer for such substitute, clearly describing the item or, accompany *the* offer with a sample or with commercial catalog specifications clearly explaining the merits of the substitute item. The County shall retain the sole right to accept or reject substitute offers.
- E. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- F. Bids are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- G. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the vendor.

H. Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential bidder. Each bidder bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a bidder downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the bidder *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the bidder's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After bids have been opened in public, the County will post a listing of the bidders submitting bids at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

1-10 FIRM PRICE CLAUSE

The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.

1-11 MANUFACTURERS' BRANDS

When special brands are named in the solicitation such brands shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and other data necessary for comparison in their bid.

1-12 SPECIFICATIONS

All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.

1-13 TERM PURCHASE AGREEMENTS

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods *may* be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.

- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price declines at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price decline.

1-14 TAXES

- A. King County is required to pay Washington State Sales or Use taxes for most goods and services.
- B. King County is exempt from Federal Excise and transportation taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested an exemption certificate will be furnished.
- C. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item.
- D. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards when trade-ins are involved.

1-15 WARRANTY

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year of acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service time.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

1-16 AWARD OF CONTRACT

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code Chapter 4.16, and to, King County Contracting Opportunities Program (refer to paragraph 1-26).
- B. The contract will be awarded to the responsible, responsive bidder offering the lowest price to the County subject to SEDB Opportunities as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.C).
- E. All bids submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.
- F. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- G. On any County award or rejection, the decision of the County shall be final.

1-17 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The offeror shall comply with the provisions of King County Code Chapter 12.16, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

1-18 INSURANCE

When required under the terms of the solicitation, public liability, property damage, and fire insurance acceptable to the County in amounts which will be specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officials and employees are covered as additional insureds."

1-19 CONTRACTOR'S INVOICES

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order number, item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill to the SHIP TO address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO PROCUREMENT SERVICES SECTION.

1-20 PAYMENTS

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if invoice is returned for credit or correction.

1-21 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

1-22 DELIVERIES

All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.

1-23 CONTINGENT FEE

The Contractor, subcontractor and each vendor certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

1-24 CANCELLATION

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty if the Contractor fails to comply with the terms, instructions, specifications, delivery completion date or to perform the work with diligence.

1-25 ENVIRONMENTAL PURCHASING POLICY

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this bid and fulfillment of this contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2)

**1-26 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM
FOR GOODS AND SERVICES CONTRACTS**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

SECTION 2 - BIDDER QUALIFICATIONS, BID EVALUATION, AND AWARD

2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful bidders principal financial officer or an independent accountant, or an onsite audit of the successful bidders financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the successful bidder throughout the term of this contract to assure the successful bidder's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the successful bidders financial fitness in carrying out the terms of this contract.

2-2 QUALIFICATIONS

Contractor must be an established dealer, currently stocking and supplying a full line, as recommended by the manufacturer, of the items defined in this bid with sufficient facilities, personnel, and equipment to perform all requirements, terms and conditions of this Invitation to Bid, in the event of award. Verification that the vendor is a factory authorized supplier, in good standing, may be requested.

2-3 REFERENCES

List the names and addresses of four (4) customers, for whom the bidder has provided similar products, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with bid response.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____

2-4 BID AWARD

THE PURPOSE OF THIS BID IS TO ESTABLISH A LIST OF AVAILABLE MATERIALS AND APPLICABLE PRICES, FOR USE DURING THE YEAR 2004.

It is King County's intent to award multiple contracts for this material. Orders will be placed with bidders offering the lowest price to the County. If it is deemed to be in the County's best interest, the County will take travel time costs to vendor's facilities into consideration. Travel time costs include, but are not limited to: location of jobsite; average hauling time per trip (normal traffic conditions in route to supplier's location); and other related hauling factors when placing orders for material.

The price (s) submitted shall be the maximum allowed during the life of the contract.

All materials shall conform to the applicable requirements of the "State of Washington Department of Transportation's Standard Specifications for Road and Bridge Construction", latest edition, unless otherwise stated.

All materials NOT included in the above publication shall meet the County's specifications and inspection without contaminates, debris or fill outside basic configuration. King County shall be the final judge of material acceptability for the purpose intended.

Bidders shall fill in all applicable blocks for each bid item, i.e., plant location, unit price.

SECTION 3 – GENERAL CONTRACT REQUIREMENTS

3-1 QUESTIONS

All questions and/or requests for modifications to this ITB shall be directed to the named buyer in this Invitation to Bid, in writing, and must be received at King County PCSS not later than seven (7) days prior to the bid opening date. Any changes made to this ITB as a result of those questions/requests will be issued via addendum.

3-2 CONTACT INFORMATION:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. Unless otherwise requested, letters and other transmittals pertaining to this RFP/ITB will be issued either to the e-mail address noted in our files, or after submittal, noted in the table below.

Contact Name	Title	Phone	E-mail address

3-3 SUBMITTAL

The **original and one (1) copy** of this entire ITB document package shall be signed and submitted complete. Original shall be noted or stamped "original". Bidders shall use and complete this document for their bid response, are encouraged to use recycled paper in the preparation of additional documents submitted with this ITB, and shall use both sides of paper sheets where practicable. Failure to return the entire ITB document with bid submittal may result in disqualification of the bidder.

3-4 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order, personnel employment data *must* be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, bidders/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:
<http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

3-5 DISCRIMINATION IN CONTRACTING

King County Code Chapter 12.17 which relates to non-discrimination in contracting, is incorporated by reference as if fully set forth herein and such requirements apply to this contract. During the performance of this contract, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

3-6 SUPPORTED EMPLOYMENT PROGRAM

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

3-7 TAXES

State and local sales or use taxes. State the sales tax rate for your area. _____%
(Washington state businesses only)

3-8 TAX IDENTIFICATION NUMBER REQUIREMENT

King County **requires** that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not yet have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site¹, or directly from the Internal Revenue Department web site², or you may request one from the contact address and phone number on the front page of this bid form.

3-9 DESCRIPTIVE DATA AND SPECIFICATIONS

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

3-10 APPROXIMATE REQUIREMENTS

The quantities listed are the County's current approximate requirements. King County will neither be obligated by nor restricted to these quantities.

3-11 NON-ASSIGNMENT

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than thirty (30) days prior to the date of any proposed assignment and/or delegation.

3-12 INCORPORATION OF DOCUMENTS

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the ITB, and the Response to the ITB. The contract must include, and be consistent with, the specifications and provisions stated in this ITB.

¹ The King County's web site is located at: <http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

² The Internal Revenue Service web site is located at: <http://www.irs.gov>

3-13 SEVERABILITY

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

3-14 INDEMNIFICATION AND HOLD HARMLESS

The successful awardee shall protect, defend, indemnify, and hold the County, its agents, employees, officials, and officers harmless from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the execution of, performance of, or failure to perform this Contract; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the successful awardee, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this paragraph shall be valid and enforceable only to the extent of the negligence of the successful awardee, its agents, employees, and/or officers; and, PROVIDED FURTHER, that nothing in this paragraph shall require the successful awardee to indemnify, hold harmless, or defend the County, its agents, employees, and/or officers from any claims caused by or resulting from the sole negligence of the County, its agents, employees, and/or officers. The successful awardee's obligation under this paragraph shall include indemnification for claims made by the successful awardee's own employees or agents. For this purpose, the successful awardee, by mutual negotiation, hereby waives, with respect to the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 R.C.W. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this paragraph, and such fees, expenses, and costs shall be recoverable from the successful awardee.

3-15 TERMINATION**A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

B. Termination for Default

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

3-16 PROTEST PROCEDURE

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

SECTION 4 – SPECIFIC CONTRACT TERMS AND CONDITIONS**4-1 CONTRACT VALUE:**

The estimated annual value of this contract is approximately **\$20,000.00/Year**. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4-2 DELIVERY

Bidders shall submit delivery as well as "will call" prices. Cost for FOB destination shall be calculated for delivery to various project sites within King County.

Delivery is required within two (2) working days from date of order.

4-3 USAGE REPORTS:

Annually, the contractor shall furnish to the Procurement Services Section usage reports showing a summary of the ordering and/or history of each county agency for the previous contract year. The report must show at minimum, description and total quantity of each item ordered during the period, reporting period, county agency, and total dollars per agency. King County reserves the right to request additional information, if required, when reviewing contract activity.

4-4 FTA REQUIREMENTS:

This ITB shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.

4-5 INSURANCE

Awarded offerer shall furnish Commercial General liability insurance in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate, with King County and its appointed and elected officials and employees covered as additional insureds.

4-6 DISABILITY ASSURANCE COMPLIANCE (504/ADA)

All King County contractors providing programs, services, or activities to the public shall comply with Section 504 of the Rehabilitation Act of 1973, As Amended, and the Americans with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities.

In accordance with King County code 4.16.060(D) the successful bidder shall complete and return all required 504/ADA Self-Evaluation and Assurance of Compliance forms prior to award of a contract. Copies of these forms are available from our website

http://www.metrokc.gov/finance/procurement/documents/U_027_504_ADA_Compliance.doc, or by contacting the above named buyer.

4-7 WARRANTY

- A. Items purchased under this contract shall be guaranteed against defect with full credit given. Contractor is responsible for picking-up defective items or arranging for a Call tag to insure freight is charged to Contractor on defective returns.
- B. Products furnished that are below the County's standard or not fit for the intended use shall be returned to the Contractor at their expense.
- C. The successful Contractor guarantees the goods and services furnished under this contract shall be free from defects in material and workmanship, and shall conform to all requirements of this contract. The Contractor is responsible for all costs of replacement, including shipping charges, for goods found to be defective within the warranty period.
- D. King County shall receive the increased warranty benefits if the Contractor or original manufacturer provides a warranty that is greater in scope or duration.
- E. The Contractor shall, upon request, provide the County complete copies of all written warranties or guarantees and/or documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by their suppliers, Contractors, distributors and sub-contractors covering parts, component, sub-components and systems procured through this contract.

SECTION 5 – TECHNICAL SPECIFICATIONS AND PRICING:

5-1 PRICING

ITEM #	ESTIMATED QUANTITIES	DESCRIPTION	FOB DESTINATION		FOB VENDOR'S FACILITY	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE

5-1-1 Short-Term/Temporary Erosion Control

1. 1600 SY Straw Mat, Greenfix WS072, or approved equal, 8' x 67.5' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE OFFERED: _____

2. 800 SY Straw and Coconut mix, Greenfix CFS-072R or approved equal, 8' x 67.5' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE OFFERED: _____

3. 800 SY Wood Shaving, Slope Protection and Channel Stabilizer, Western Excelsior R1 or approved equal, 8' x 90' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE OFFERED: _____

4. 1600 SY Single Net, Degradable Swale/Channel Erosion Protection, BonTerra America S1 or equivalent, 7.5' x 90' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE OFFERED: _____

5. 1600 SY Double Net, Degradable Swale/Channel Erosion Protection, North American Green S150 or equivalent, 6.5' x 83.5' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE OFFERED: _____

6. 1600 SY Woven Jute Natural Erosion Control Fabric, Biodegradable, Belton Industries Anti-Wash/Geojute, or equivalent, 4' x 225' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE OFFERED: _____

ITEM #	ESTIMATED QUANTITIES	DESCRIPTION	FOB DESTINATION		FOB VENDOR'S FACILITY	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE

5-1-2 Long-Term/Permanent Erosion Control

7. 800 SY Double Net, Photodegradable, Slope Protection and Channel Stabilizer, BonTerra CS2 or approved equal, 7.5' x 90' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

8. 800 SY Double Net, Photodegradable, Slope Protection and Channel Stabilizer, BonTerra C2 or approved equal, 7.5' x 90' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

9. 800 SY Double Net, Slope Protection and Channel Stabilizer, Landlok 455 or approved equal, 7.5' x 90' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

10. 800 SY Double Net, Slope Protection and Channel Stabilizer, Landlok 450 or approved equal, 7.5' x 90' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

11. 800 SY Double Net, Plastic Mat, North American Green P300 or approved equal, 6.5' x 83.5' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

12. 2000 SY Coir erosion control fabric, North American Green C125 or approved equal, 6.5' x 83.5'. \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

13. 3000 SY Coir erosion control fabric, North American Green C350 or approved equal, 6.5' x 55.5'. \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

14. 800 SY DeKoWe 400, or approved equal, 6.5' x 55'. \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

ITEM #	ESTIMATED QUANTITIES	DESCRIPTION	FOB DESTINATION		FOB VENDOR'S FACILITY	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
15.	2700 SY	DeKoWe 700, or approved equal, 6.5' x 55'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
16.	5400 SY	DeKoWe 700, or approved equal, 15.5' x 55'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
17.	8100 SY	DeKoWe 900 or approved equal, 6.5' x 55'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
18.	8100 SY	DeKoWe 900 or approved equal, 15.5' x 55'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
19.	40 Rolls	Maccaferri MacMat R6, or approved equal, 2 m wide x 25 m long. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
20.	40 Rolls	Maccaferri MacMat R8, or approved equal, 2 m wide x 25 m long. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
21.	8000 SY	Mirafi 500X, or approved equal, 12.5' x 309'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
22.	6000 SY	Mirafi 600X, or approved equal, 12.5' x 258'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
23.	2000 SY	Mirafi FW700, or approved equal, 12.5' x 360'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
24.	6000 SY	Mirafi HP570, or approved equal, 15' x 300'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF OFFEROR: _____

Bid No. IT12588-VJL

Page 19

ITEM #	ESTIMATED QUANTITIES	DESCRIPTION	FOB DESTINATION		FOB VENDOR'S FACILITY	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
25.	4000 SY	Mirafi Miragrid 5XT, or approved equal, 10.8' x 150'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
26.	4000 SY	Tensar UX-1100HS, or approved equal, 4.36' x 251.6'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
27.	4000 SY	Tensar UX-1500HS, or approved equal, 4.36' x 251.6'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
28.	4000 SY	Tensar BX-110040, or approved equal, 9.8' x 164'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
29.	6000 SY	Mirafi 140NL, or approved equal, 12.5' x 360'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
30.	2000 SY	Mirafi 140N, or approved equal, 12.5' x 360'. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
31.	40 Each	Presto GEOWEB cellular confinement system, 8' x 20' x 4". MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
32.	10 Each	Wood Shaving Log with Polyester Netting, 10' long x 12" diameter, with staples. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
33.	40 Each	Straw Wattle encased with Polyethylene Netting, 25' long x 9" diameter. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____

ITEM #	ESTIMATED QUANTITIES	DESCRIPTION	FOB DESTINATION		FOB VENDOR'S FACILITY	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
34.	200 Each	Coco fiber logs, 20 feet (20') long, 12 inches (12") in diameter.	\$ _____	\$ _____	\$ _____	\$ _____
		MAKE/MODEL & SIZE OFFERED: _____				
35.	200 Each	Coco fiber logs, 20 feet (20') long, 16 inches (16") in diameter.	\$ _____	\$ _____	\$ _____	\$ _____
		MAKE/MODEL & SIZE OFFERED: _____				
36.	200 Each	Coco fiber logs, 20 feet (20') long, 20 inches (20") in diameter.	\$ _____	\$ _____	\$ _____	\$ _____
		MAKE/MODEL & SIZE OFFERED: _____				
5-1-3 Root Control Barrier						
37.	3600 SY	Carthage Mills, FX-25 Landscape Fabric, 6' x 300'.	\$ _____	\$ _____	\$ _____	\$ _____
		MAKE/MODEL & SIZE OFFERED: _____				
38.	3750 SY	LINQ Typar 3301 Landscape Fabric, 6.25' x 300'.	\$ _____	\$ _____	\$ _____	\$ _____
		MAKE/MODEL & SIZE OFFERED: _____				
5-1-4 Aqua Barriers						
39.	10 Each	Turbidity Curtain, double stitched, 3' effective width x 50' long.	\$ _____	\$ _____	\$ _____	\$ _____
		MAKE/MODEL & SIZE OFFERED: _____				
40.	10 Each	Turbidity Curtain, double stitched, 7' effective width x 50' long.	\$ _____	\$ _____	\$ _____	\$ _____
		MAKE/MODEL & SIZE OFFERED: _____				
41.	30 Each	Triangular Re-useable Silt Dikes, 14" x 7' with staples, foam core and filter fabric wrap, 20" base.	\$ _____	\$ _____	\$ _____	\$ _____
		MAKE/MODEL & SIZE OFFERED: _____				

ITEM #	ESTIMATED QUANTITIES	DESCRIPTION	FOB DESTINATION		FOB VENDOR'S FACILITY	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE

5-1-5 Silt Fencing

42. 1000 LF Safety Orange Silt Fence, with Posts, 4' x 100' \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

43. 3000 LF Mirafi Silt Fence 100X with Posts, or approved equal, 3' x 100' with 8.3' post spacing. \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

44. 3000 LF Mirafi Envirofence 100X with Posts, or approved equal, 3' x 100' with 8.3' post spacing. \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

5-1-6 Anchors, Stakes and Fasteners

45. 50 Each DUCKBILL Anchor, Model 40, and Gripple Fastener \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

46. 24 Each DUCKBILL Anchor, Model 68, and Gripple Fastener \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

47. 12 Each DUCKBILL Anchor, Model 88, and Gripple Fastener \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

48. 12 Each DUCKBILL Anchor, Model 138, and Gripple Fastener \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

49. 12 Each Manta Ray Anchor System, Model MR-88. \$ _____ \$ _____ \$ _____ \$ _____

MAKE/MODEL & SIZE
OFFERED: _____

ITEM #	ESTIMATED QUANTITIES	DESCRIPTION	FOB DESTINATION		FOB VENDOR'S FACILITY	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
50.	12 Each	Manta Ray Anchor System, Model MR-4. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
51.	12 Each	Manta Ray Anchor System, Model MR-3. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
52.	12 Each	Manta Ray Anchor System, Model MR-2. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
53.	100 Each	Bio-Stake, North American Green 57, 4" or 6", or approved equal. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
54.	50 Each	Eco-Stake, North American Green, 6" or 12", or approved equal. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
55.	2 Each	Staple Gun, North American Green, Sure-Lock, or approved equal. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
56.	5 Boxes	Wire Staples, 6", 11 gauge, compatible with North American Green Staple Gun. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
57.	5 Boxes	Wire Staples, 8", 11 gauge, compatible with North American Green Staple Gun. MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____
5-1-7		<u>Geomembranes</u>				
58.	2000 SF	PVC Lining, 20 MIL, UV Resistant MAKE/MODEL & SIZE OFFERED: _____	\$ _____	\$ _____	\$ _____	\$ _____

ITEM #	ESTIMATED QUANTITIES	DESCRIPTION	FOB DESTINATION		FOB VENDOR'S FACILITY	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE

59. 2000 SF

PVC Lining, 40 MIL, UV Resistant

\$_____

\$_____

\$_____

\$_____

MAKE/MODEL & SIZE
OFFERED:_____

5-1-8

Rockfall Protection

60. 5 Rolls

Terra Aqua PVC Rockfall Netting, or approved
equal, 15' wide x 100' long.

\$_____

\$_____

\$_____

\$_____

MAKE/MODEL & SIZE
OFFERED:_____

5-1-9

On-Site Technician Support

On-Site Technician Rate, four (4) hour minimum \$_____ / DAY

Mobilization/De-mobilization Rate \$_____



King County

ATTACHMENT A

INVITATION TO BID IT12588-VJL

KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM

FOR GOODS AND SERVICES CONTRACTS

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.


Application of the 5% Incentive Factor and Contract Award:

1. This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.
2. All certified SEDB bidders **must** complete the information in the section for Bidder Identification as described in the front page of this Invitation To Bid and the certification information below.
3. ☐ Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Name of SEDB Business_____
SEDB Certification Number_____
Owner Signature_____
Contact Person Name and Phone Number

BID OPENING LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package

URGENT – SEALED BID ENCLOSED	
Do Not Delay – Deliver Immediately	
	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
King County	
Bid No.	IT12588-VJL
Bid Title	Filter Fabric/Erosion Control Materials
Due Date	
Vendor	